

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W26GLG-4020-8025		PAGE 1 OF 122	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91236-04-R-0016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GARLAND D COOPER		b. TELEPHONE NUMBER (No Collect Calls) 757-441-7748		6. SOLICITATION ISSUE DATE 18-Feb-2004	
9. ISSUED BY  USA ENGINEER DISTRICT, NORFOLK CONTRACTING OFFICE 803 FRONT STREET NORFOLK VA 23510-1096  TEL: 757-441-7158 FAX: 757-441-7183		CODE W91236		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 3732 SIZE STANDARD:1		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO OPERATIONS BRANCH STEVEN BAUM 803 FRONT STREET NORFOLK VA TEL: (757) 441-7072 FAX:		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY			
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

**SCOPE OF WORK****1. SCOPE**

- 1.1 Scope.** The Contractor shall furnish all labor, materials, supplies, equipment and services as necessary to accomplish repairs as stated within this specification for the vessel HARRELL. In reference to Page 1,Block 10, this solicitation is 100% Hub-Zone set-aside.

**Reference Drawings:** Drawings will be made available to contractors upon request. Contractor shall contact the following individual throughout this solicitation process for review:

Point of Contact: Steve Baum

Telephone No.: (757) 441-7072

Address: 803 Front Street, Norfolk, VA 23510-1096

A hard copy of subject drawings will be made to the awardee after the award.

**1.2 General information.** Vessel HARRELL

Length LBP: 47 ft. 6 in.

Length OA: 53 ft. 4 in.

Beam: 15 ft.

Draft: 4 ft. 6 in.

Displ: 50,490 Lbs.

Hull Material: Aluminum

Main Engines: (2) 8V-71'N Series Detroit Diesels

Reduction Gear: (2) Twin Disc, Model MG-514C

Generators: (1) Northern Lights

Output: 20 KW, 120 – 240 VAC

Fuel Tank: 565 Gallons

Steering System: Hydraulic

Plating Alloy: Aluminum 5086-H116

Extrusion Alloy: Aluminum 5086-H111

**2. APPLICABLE DOCUMENTS**

Code of Federal Regulations (CFR), Title 29 (Labor), Subtitle B (Regulations Relating to Labor), Part 1910 - Occupational Safety and Health Standards for Shipyard Employment

Code of Federal Regulations (CFR), Title 29 (Labor), Subtitle B (Regulations Relating to Labor), Part 1915 - Occupational Safety and Health Standards for Shipyard Employment, Subpart B (Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment)

Code of Federal Regulations (CFR), Title 29 (Labor), Subtitle B (Regulations Relating to Labor), Part 1915 (Occupational Safety and Health Standards for Shipyard Employment), Subpart I - Personnel Protective Equipment (PPE)

Code of Federal Regulations (CFR), Title 40 (Protection of Environment, Chapter I - Environmental Protection Agency

National Fire Protection Association (NFPA), 70, National Electric Code (NEC)

National Fire Protection Association (NFPA), 312, Fire Protection of Vessels During Construction, Repair, and Lay-Up, 2000 Edition

### 3. REQUIREMENTS

3.1 Planning document. The Contractor shall accomplish the following:

3.1.1 Provide a legible Planning Document with the following characteristics:

- Shows overall period of performance for each work item, with start and stop dates of major sub-tasks.
- Due dates for Critical Inspection Reports (CIR) and any events requiring Army Corps of Engineers Inspector presence.

3.1.2 Submit 1 copy to the COR at the Arrival Conference and at all weekly Progress Meetings. A separate document, specifically prepared for the Government is not desired or required. A copy or summary of the Contractor's internal scheduling document is preferred.

3.2 Gas-freeing. The Contractor shall certify all spaces and components "SAFE FOR WORKERS" and "SAFE FOR HOT WORK", as applicable, in accordance with 29 CFR 1915, Subpart B, whenever entering a tank or compartment or conducting hot work (see

6.1.10). Be aware work necessary to certify spaces and components includes, but is not limited to opening, ventilating, cleaning, and maintaining the safe conditions for the duration of the work being performed.

#### NOTICE

Army Corps of Engineers vessels are considered to be "miscellaneous vessels" for 29 CFR applications.

3.3 Tag-out. The Contractor shall do the following, when performing tag-out on a system or component:

3.3.1 Isolate, blank, and tagging out, before starting work on a system or component specified in a work item.

3.3.2 Use shipyard's tag-out log and instructions while coordinating with the COR for proper placement of system tags to ensure the isolation of the component, piping, electrical circuit, or system. Ensure enough tags are used to prevent system or component operation from all stations that could exercise control.

3.4 Handling of interferences. The Contractor shall remove all interferences (see 6.1.13 (Interferences)) to facilitate the performance of work specified in the applicable work item(s). Restore removed interferences upon completion of work. The Contractor may exercise the discretion to work around certain interferences, when possible, so long as the specified work is successfully accomplished.

3.4.1 Labeling and stowing requirements. The Contractor may stow removed interferences onboard the vessel; however, location and condition of stowage shall be approved by the COR. When stowing onboard the vessel is not practical, the Contractor shall stow interferences in suitable shore side stowage. Ensure that all stowed items are tagged with removable tags, or stenciled with paint, with the following information:

- Vessel name.
- Location from which items have been removed.

3.4.2 Safety measures. Exercise the below-specified safety precautions, to eliminate hazardous conditions, during the following conditions:

- When hatches or scuttles and lifelines or liferails are removed as interferences.
- When electrical circuits serving ladders and passageways are removed or disconnected as interferences.

3.4.2.1 Temporary covers for deck openings. Install a suitable plate or cover over each resulting deck opening, to prevent injury to personnel, and protect the vessel's interior spaces and equipment against outside contamination. When covering a deck opening left from a removed hatch or scuttle, ensure that the cover is configured to allow normal passage of work personnel and equipment.

3.4.2.2 Temporary lines or rails. Install temporary lines or rails to replace all removed lifelines or liferails.

3.4.2.3 Temporary lighting. Install temporary lighting circuits, and equip all lamps used in temporary lighting with suitable fixtures or lampholders with guards. Temporary lighting is only required in spaces or passages within the vessel that are being worked on by the Contractor.

3.4.3 System restoration. Ensure that all spaces or compartments, components, or equipment damaged or exposed by interference removals are restored to original conditions in form, fit, function, and appearance. Renew the following components or disturbed portions of systems, as applicable, when reassembling or reinstalling affected systems:

- Gasket materials.
- Insulation material previously installed with adhesive.
- Deck covering systems.

3.5 Pier or wharf facility. Unless in drydock, the Contractor shall provide a secure pier or wharf during the performance period of the contract. The pier or wharf shall have adequate clearance to safely accommodate the vessel being moored.

3.5.1 Water depth. Ensure that water depth is sufficient at the pier to ensure the vessel's lowest underwater appendage clears the bottom by at least two feet at:

- Mean low tide conditions for tidal rivers and other navigable waterways.

3.5.2 Collision protection. Provide a fender system to prevent the vessel's sides from chafing and colliding with the pier or wharf while moored at the Contractor's facility. Ensure that no other vessel is moored alongside the vessel without specific permission from the COR.

3.6 Shore power requirement. Furnish, connect and maintain 220 volts, 50 amps single phase electrical power for the duration of the availability.

3.7 Vessel access. The Contractor shall provide access or egress to the vessel, at the Contractor's facility, in accordance with 29 CFR 1915, and summarized as follows:

3.7.1 Gangways. At a minimum, gangways shall:

- Have adequate walking surface width and strength and be safely secured.
- Have a railing, with a mid-rail, on each side of the gangway.
- Have substantial steps properly secured and equipped with at least one handrail, when the upper end of the gangway rests on or is flush with the top of the bulwark of the dock.
- Have nets or other suitable protection on both sides, when there is a danger of personnel falling between the ship and the dock.

3.7.2 Gangway alternative. If gangways are not practicable, propose an alternative for COR approval.

3.7.3 Obstructions. Do not lay obstructions on or across the means of access/egress. Do not pass loads or cargo over the means of access/egress while personnel are on them.

3.8 Army Corps of Engineers inspection. For work requiring COR presence during a test or inspection, the Contractor shall provide at least 24 hours notice to the COR. When circumstances preclude a note as previously stated, the Contractor shall make an effort to afford the COR reasonable time to observe the inspection.

3.9 Reports. The Contractor shall submit all written Condition-found reports as follows:

3.9.1 Critical Inspection Reports (CIR). When a CIR is specified in a work item, provide it to the COR within the first 25 percent of the availability contract period.

3.9.2 Unexpected conditions. Provide a report within 24 hours of discovery of the unexpected conditions.

3.9.3 Routine inspection reports. Provide all other inspection reports specified in individual work items within the first 40 percent of the original availability contract period.

3.9.4 Minimum inclusions. Include the following details as a minimum in each condition-found report to facilitate the contract-change process:

- Sequential number to indicate order of submission.
- The Work Item Number, and title to which the condition-found report relates.
- A clear description of the condition found, including but not limited to frame numbers, part numbers, materials, and dimensions as appropriate.
- A recommended repair to correct the defective condition, including but not limited to frame numbers, part numbers, materials, and dimensions as appropriate.
- Indication whether Army Corps of Engineers contractual action is required or if the report is provided "for information only." When Army Corps of Engineers action is required, indicate the response time needed to avoid a contract extension and how many additional days past the scheduled completion date the added work will require.
- Space on the form for the COR to make comments.
- Signature of the Contractor Ship Superintendent, including date of signature and condition-found report submission.

3.10 Contractor-furnished materials. The Contractor shall ensure that all Contractor-furnished materials are new, unused, and have unexpired shelf-life dates. Utilize recoverable materials as practicable in accordance with the Environmental Protection Agency (EPA) guideline recommendations.

3.11 Protective deck covering material. The Contractor shall provide suitable protective deck covering material over all vessel interior passageways, work areas, and living spaces used to access work sites on the vessel, with the following characteristics:

- Fire resistant.
- Able to protect the deck from any contractor work.
- Durable.
- Anti-slip and anti-trip.
- Quick and easy to fit and remove.
- Waterproof and resistant to moisture and chemicals.
- Tear-resistant (does not rip when walked on).

3.12 Assignment of fire watch personnel. Before beginning any hot work (see subsection 6.1 (Definitions)), the Contractor shall:

3.12.1 Contractor provided Fire Watch Personnel. When required by the specification work item(s), provide all Fire Watch Personnel and required equipment, on a per job basis, in accordance with NFPA 312, Chapter 2 (Construction, Conversion, and Repair). Ensure that all Contractor welders, brazers, and cutters check in with the COR, with their Contractor-provided fire watch.

3.12.2 Compliance. Firewatch personnel or Fire extinguishers shall be provided for all work as required by applicable law or regulation and any work activity meeting the definition of Hot Work (see 6.1.10 (Hot Work)). This requirement applies to all work under the scope of the contract, subsequently modified into the contract, and any contract extension periods granted.

3.13 Housekeeping. The Contractor shall accomplish the following:

3.13.1 Maintain good housekeeping conditions at all times. Maintain adequate aisles and passageways in all work areas. Ensure that all staging platforms, ramps, stairways, walkways, aisles, and passageways on vessels or dry docks are kept clear of all tools, materials, and equipment except those that are in use, and all debris such as welding rod tips, bolts, nuts, and similar material; ensure that hoses and electric conductors are elevated over or placed under the walkway or working surfaces or covered by adequate crossover planks.

3.13.2 Ensure that all working areas on or immediately surrounding vessels and dry docks, travel lift (blocking location), or marine railways are kept reasonably free of debris, and construction material. Ensure that materials and debris do not present a hazard to personnel.

3.13.3 Take action to mitigate any slippery condition on walkways or working surfaces.

3.13.4 Maintain free access at all times to all exits and to all fire alarms or fire-extinguishing equipment.

3.13.5 Keep all oils, paint thinners, solvents, waste, rags, or other flammable substances in fire resistant covered containers when not in use.

3.13.6 Final cleanup/job-site cleanliness requirements. Following completion of work, the Contractor shall remove all debris, equipment, and material from the job site; restore all existing facilities affected by the work to their original condition.

3.14 Item/material disposal. During the availability, the Contractor shall dispose of, as scrap, all items or materials removed from the vessel that are not: Reinstalled, retained or turned over to the Army Corps of Engineer Inspector.

3.15 Restorations. The Contractor shall restore, renew, or repair all machinery, piping, wiring, insulation, paint work, deck coverings, and any other article or component removed, moved, disturbed, or damaged by the Contractor in accomplishing the work outlined in the specification package.

3.16 Operational testing. In the presence of the COR, the Contractor shall:

3.16.1 Pre-test. When required by the work item, or when deemed necessary by the Contractor, perform an operational pre-test of all items or shipboard devices to be disturbed, used, repaired, or altered, to determine operational condition (see 6.2 (Equipment operation)).

3.16.2 Post-test. Thoroughly test and prove to be in satisfactory operating condition all items or shipboard devices that the Contractor disturbed, used, repaired, altered, furnished, or installed (see 6.2 (Equipment operation)).

3.17 Dock and river trials. The Contractor shall conduct dock trials and river trials as necessary to test the work performed in the contract. Provide a schedule of all planned dock and river trials in the submitted planning document (see 3.3 (Planning document)). Include operational tests or inspections, as appropriate, of all machinery and equipment removed, moved, disturbed, or damaged by the Contractor in accomplishing the work outlined in the specification package (see 6.2 (Equipment Operation)).

3.18 Heavy weather plan. The Contractor shall provide a written plan, which will be in effect during gales, storms, hurricanes, and destructive weather as follows:

3.18.1 Submission. Submit a copy of the plan to both the COR, no later than the start of the contract availability period. Ensure that the heavy weather plan designates responsibility and implements procedures for preventing

damage to Army Corps of Engineer vessels. This includes periods when the vessel is physically located in private Contractor's shipyard.

3.18.2 Actions during specific weather conditions. The plan shall contain specific responsibilities and detailed actions to be taken during the severe weather conditions as published by local weather stations of NOAA weather alerts.

3.18.3 Single point of contact. The name and telephone number (business and residential) of the Contractor's single point of contact, who has the authority to commit the contractor to take necessary actions as requested by the COR.

3.19 Work other than Contractors. The Army Corps of Engineers reserves the right to conduct work on the vessel while at the Contractor's facility utilizing Army Corps of Engineer personnel. If this work is conducted it will be on a not-to-interfere basis with Contractor work.

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

#### **5. QUALITY ASSURANCE**

5.1 Tests and inspections. The Contractor shall perform the tests and inspections required in the work items, in the presence of the COR. The Government reserves the right to perform any additional inspections deemed necessary to ensure the work conforms to the prescribed requirements.

#### **6. NOTES**

6.1 Definitions. For the extent of the repair availability, the Contractor shall refer to the following definitions whenever the terms are used in work items.

6.1.1 Blanking: Preclude the entry of foreign material, protect exposed threads or flanges, and remove blanks before reinstalling the system or component(s). Specific requirements of blanking equipment shall be in accordance with the individual work item(s).

6.1.2 Boat Operator: The senior Army Corps of Engineer person responsible for the operation of a vessel.

6.1.3 Certify: Produce a printed certificate.

6.1.4 Condition-found report: A report submitted to the COR, either in written or electronic format, describing the condition(s) found while performing a task specified in the work item, such as an inspection. The Contractor is encouraged to generate and submit this in electronic format.

6.1.5 COR: Contracting Officer's Representative; the representative as designated by the Contracting Officer (KO).

6.1.6 Discard: Remove and dispose of as scrap.

6.1.6 Drydock: All references to drydock facilities as used in this specification, include graving docks, floating drydocks, marine railways, vertical lifts or travel lifts.

6.1.7 Fabricate: Construct or make according to a plan or stated guide.

6.1.8 Fastener: Includes all components for securing. For example, for bolting, the term fastener shall include bolts, nuts, threaded studs, and washers.

6.1.9 Fleeting: The refloating and shifting of a vessel to an alternate docking position.

6.1.10 Hot work: Any activity involving riveting, welding, burning, the use of power-actuated tools or similar fire producing operations. Grinding, drilling, abrasive blasting, or similar spark-producing operations are also considered hot work, except when such operations are isolated physically from any atmosphere containing more than 10 percent of the Lower Explosive Limit (LEL) of a flammable or combustible substance.

6.1.11 Inspect: Examine an object or a space for defects, abnormalities, or deviations from a prescribed standard.

6.1.12 Install: Permanently place in position, for example, by bolting or welding.

6.1.13 Interferences: "Interferences" is defined as any part of a vessel, whether permanently installed or portable, that must be moved or disturbed, to accomplish work specified a work item.

6.1.14 Open: To gain access or enter.

6.1.15 Reinstall: Replace after temporary removal.

6.1.16 Renew: Permanently remove an item and install a new, unused item, identical in form, fit, and function.

6.1.17 Repair: To correct an identified discrepancy to a given standard of performance.

6.1.18 Residual fluid and/or residues: Liquid, dirt, and other substance remaining after drainage or removal, such as in a tank after loss of suction by installed equipment.

6.1.19 Vessels: Vessels are defined as Army Corps of Engineers boats and barges.

6.2 Equipment operation. For all operational testing of equipment on the vessel, the Army Corps of Engineers personnel will operate the vessel's machinery plant.

## Index

For Patrol Vessel HARRELL

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	General Requirements
1	Routine Drydocking
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4	Propulsion Shafting, Propellers and Steering System
5	Structural Repairs
6	Renew Zincs
7	Relocate Generator Sea Strainer And Overhaul Sea Valves And Strainers
8	Main Engines And Generator Repairs And Modifications And Silencer Renewal
9	Modify And Repair Hatches And Repair Window
10	Remove Diesel Fired Heater And Renew Climate Control System
11	Repair Hydraulic Crane And Install Timber Grab
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13	Install Video Monitor System And Relocate Other Electronic Equipment
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15	Renew Windshield Wiper System
16	Clean Fuel Tank And Install Tank Level Indicator

WORK LINE ITEMS**WORK ITEM NO. 1  
ROUTINE DRYDOCKING****1. SCOPE**

1.1 Scope. This work item describes the requirements for the Contractor to drydock and undock the Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Outboard Profile, Drawing Number 484-C205-01

53 Foot Patrol Boat, Line and Offsets, Drawing Number 484-C105-01

**3. REQUIREMENTS**

3.1 General. The Contractor shall drydock and undock the vessel, using the referenced drawing as guidance.

3.2 Pre-docking conference. The Contractor shall schedule a conference with the COR to discuss and or submit the following.

3.2.1 Drydock certification. Provide proof that the drydock is certified to dock Vessel HARRELL. The following methods would meet this requirement.

- American Bureau of Ships
- NAVSEA Certification
- Professional Engineer Certification
- Weight test data for lift and slings (Travel lifts)

3.2.2 Dockmaster certification. Provide proof that the Dockmaster is qualified in the performance of his duties. The Dockmaster must have also documented docking at least 3 vessel similar or larger within the past 12 months at the current facility.

3.2.3 Docking procedure discussion. Review the procedure that will be used to dock and undock the vessel.

3.3 Docking.

3.3.1 Blocking inspection. Visually demonstrate that the blocks are built to the specification required for docking the Vessel HARRELL.

3.3.2 Assistance for safe docking and undocking. The Contractor shall provide all resources necessary to safely drydock the vessel, including but not limited to pusher boats or additional personnel. The contractor may use installed cleats and bits as necessary.

3.3.3 Hull and block inspection after docking. Immediately after the vessel has been lifted, the Contractor shall inspect the block to hull contact. Shim blocks as needed. If blocks cannot be properly shimmed, refloat the vessel and correct the block positions and or height.

3.3.4 Grounding strap. Immediately upon successful drydocking and before installing shorepower, the Contractor shall ground the vessel's hull to the shoreside ground source throughout the duration of the drydock period.

3.3.5 Access to hull fittings. The Contractor shall ensure that no obstructions exist between the drydock surface and the hull openings or fittings. Provide horizontal and vertical clearance to remove and replace rudders, transducers and other underwater hull appendages.

3.4 Underwater body surface cleaning.

3.4.1 Hull and appendages. Clean the entire underwater hull, appendages, sea chest, sea chest strainer plates and interior by water jetting. Supplement as needed with bristle brushes and scrapers to remove visible marine growth, loose rust, loose mill scale and loose paint. Take precautions to avoid damaging or removing intact coating systems.

3.4.2 Remove marine growth and oxide coating from all underwater body zincs, this includes appendage locations using a stiff wire brush. This work is not required if zinc anodes are being renewed within this specification.

3.5 Immediate work. The Contractor will perform the following work after drydocking and before proceeding with the remainder of the work items within the specifications.

3.5.1 Cover hull transducers. Place a protective covering over the transducers to prevent contamination and damage for the duration of the work items.

3.6 Fleet vessel. After underwater hull work is complete, fleet the vessel to ensure that the entire underwater hull is cleaned and preserved. The alternate blocking position for fleetting shall be approved by the COR.

3.7 Work to be performed prior to undocking.

3.7.1 Remove transducer covering. Remove the protective covering from the transducer.

3.7 Undocking conference. Prior to undocking the vessel conduct an undocking conference.

3.7.1 Review safety plan for closing all sea valves.

3.8.2 All underwater body protective coverings and plugs removed.

3.8.3 All underwater body work verified as complete.

3.9 Undocking. Upon completion of all scheduled work, the Contractor shall undock the vessel.

3.10 Undocking inspection. The Contractor shall inspect the bilges throughout the undocking procedure to ensure no flooding occurs. If flooding is found, the undocking process shall stop until the leak is found and corrected.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

None

**6. NOTES**

6.1 Army Corps of Engineers personnel will be made available for operation vessel machinery on request. The Contractor shall give reasonable notice to the COR when operation of equipment or machinery is necessary.

## **WORK ITEM NO. 2**

### **EXTERIOR PRESERVATION**

#### **1. SCOPE**

1.1 Scope. This work item describes the requirements for the preservation of all normally painted exterior surfaces of the Vessel HARRELL.

#### **2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Outboard Profile, Drawing Number 484-C205-01

American National Standards Institute/NSF International (ANSI/NSF), ANSI/NSF International Standard for Drinking Water Additives – Standard 61, Drinking Water System Components - Health Effects, 13 Sep 2000

American Society for Testing and Materials (ASTM), D2794-1993, Standard Test Method For Resistance Of Organic Coatings To The Effects Of Rapid Deformation (Impact)

American Society for Testing and Materials (ASTM), D4414-1995, Standard Practice For Measurement Of Wet Film Thickness By Notch Gages

American Society for Testing and Materials (ASTM), D4417-1993, Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel

American Society for Testing and Materials (ASTM), F718-1999, Standard For Shipbuilders And Marine Paints And Coatings Product/ Procedure Data Sheet

The Society for Protective Coatings (SSPC), Good Painting Practice, SSPC Painting Manual, Volume 1, Third Edition, 1993

The Society for Protective Coatings (SSPC), Paint Application Guide No. 3 (SSPC-PA Guide 3), 01 Jul 1995

The Society for Protective Coatings (SSPC), Surface Preparation Specification No.1 (SSPC-SP 1), Solvent Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC), Surface Preparation Specification No.3 (SSPC-SP 3), Power Tool Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC)/NACE International (NACE) Joint Surface Preparation Standard SSPC-SP 5/NACE No.1, White Metal Blast Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC)/NACE International (NACE) Joint Surface Preparation Standard SSPC-SP 6/NACE No.3, Commercial Blast Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC)/NACE International (NACE) Joint Surface Preparation Standard SSPC-SP 7/NACE No.4, Brush-Off Blast Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC)/NACE International (NACE) Joint Surface Preparation Standard SSPC-SP 10/NACE No.2, Near-White Blast Cleaning, 01 Sep 2000

The Society for Protective Coatings (SSPC), Surface Preparation Specification No.11 (SSPC-SP 11), Power Tool Cleaning to Bare Metal, 01 Sep 2000

The Society for Protective Coatings (SSPC)/NACE International (NACE) Joint Surface Preparation Standard SSPC-SP 12/NACE No.5, Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating, 1995

### 3. REQUIREMENTS

#### 3.1 General.

3.1.1 Material receipt inspection. The Contractor shall ensure that all coatings or coating products are delivered to the job site in original and unopened containers, with the following information: product name or number, manufacturer, batch number, date of manufacture, shelf life, product data sheet or ASTM F718 sheet, material safety data sheet (MSDS) and certificate of compliance (COC).

3.1.2 Material storage, handling, mixing, and application. The Contractor shall observe all paint manufacturers' recommended procedures, as well as the good painting practice recommendations outlined in SSPC Manual, Volume 1, Chapter 5.1 (Paint Application), for all aspects involving storage, handling, mixing, and application of paint materials. Ensure that ambient conditions (dew point, surface and air temperature, and relative humidity) are within the parameters recommended by the applicable paint manufacturers, during application and curing evolutions.

3.1.3 Environmental protection compliance. The Contractor shall comply with all Federal, state, and local public safety and environmental protection regulations applicable to the following issues: Handling and disposal of spent abrasives and wastes generated during paint removal procedures and protection of the air and waterways during blasting and coating application procedures.

#### 3.2 Painting specifics.

3.2.1 Protecting surfaces that are not to be painted.

3.2.1.1 All surfaces that are not specified to be painted shall be protected from overspray or paint preparation using standard methods of protection such as paper, tape, plywood covers, plastic rap or other protective coverings.

3.2.2 Contrasting colors. All coats in multi-coat systems, including stripe coats, are to be applied in contrasting colors.

3.2.3 Stripe coating. After the primer coat has cured, brush-apply an un-thinned coat of the same primer paint over all edges, weld seams, cut-outs, foot/hand holds, non-flat mounting hardware, and areas of complex geometries; apply stripe coat at three mils wet film thickness (WFT), to extend outside the edge by approximately one inch. Stripe coating is not required for touch-up preservation.

3.2.4 Feathering. Where prepared surfaces interface with existing non-affected coated surfaces, feather the coated surfaces into the prepared areas, to provide a smooth transition between existing and new coatings.

3.3 Critically-coated surfaces. For work involving one hundred percent preservation of "critically-coated surfaces", as defined in paragraph 5.1 (Critically-coated surfaces), the Contractor shall do the following:

3.3.1 The COR will be present for checks of final preparation and application of critically coated surfaces. The Contractor shall provide reasonable notice to the COR when checks are required.

3.3.2 Technical Representative. Obtain the services of a Technical Representative (Tech Rep), if specified in a work item, for each specified coating system, to supervise, provide technical expertise, and ensure proper surface preparation, mixing, application, and curing. Ensure that the Tech Rep is professionally trained, at a minimum, to the National Association of Corrosion Engineers (NACE) Coating Inspector Session I (see section 5.4 (NACE Session I equivalent training requirements)), or equivalent.

**3.4 Preservation for keel to waterline.**

3.4.1 High pressure wash entire underwater hull and appendages from keel to waterline until all fouling and existing antifouling paint is removed. Using dry air, blow surface dry and remove all loose materials.

3.4.2 Provide a Condition Found Report of the existing condition of the remaining paint system and underwater hull or appendage defects.

Note: After completion of Ultrasonic Testing and hull repairs under a different work item within this repair specification, continue with the below preparation and paint procedures

3.4.3 Where exiting primer is missing, paint has bubbled, repair work was performed or as directed by the COR preserve up to 20 percent of the underwater hull or appendages:

3.4.3.1 Power tool clean to SSPC-SP 11. Additionally, apply International etch primer or equal, to new shell plate to ensure removal of contamination prior to power tool cleaning to SSPC-SP 11.

3.4.4 To the entire underwater hull from the keel to the waterline including other normally painted appendages and sea chest, power tool clean to SSPC-SP 3, at a minimum, hand sand with 60 grit sandpaper to all specified surfaces. Clean all loose residue with a thorough fresh water wash and scrub down of all surfaces affected.

3.4.5 Where exiting primer was missing, paint was bubbled or repair work was performed, apply two (2) coats of marine grade epoxy anticorrosive, to the mil thickness as specified by the manufacturer. Each coat of paint shall be contrasting colors

3.4.6 Paint the entire underwater hull from the keel to the waterline including other normally painted appendages and sea chest, (1) coat of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer. Paint shall be a contrasting color.

3.4.7 Paint the entire underwater hull from the keel to the waterline including other normally painted appendages and sea chest, with three (3) coats of marine grade polishing antifouling. Final coat shall be black. Paint draft marks using marine grade polyurethane finish. Refer to paint schedule in paragraph number 6 for paint color requirements.

**3.5 Preservation for freeboard (waterline to deck) including coaming.**

3.5.1 Remove rub rail from vessel. Retain rub rail for re-installation. Note, rub rail is attached to the hull with a welded angle bar.

3.5.2 Pressure wash entire freeboard including coaming. Using dry air, blow surface dry and remove all loose materials.

3.5.3 Provide a Condition Found Report of the existing condition of the remaining paint system, structural or rub rail mounting defects and appendage defects.

3.5.4 Where exiting primer is missing, paint has bubbled or not adhered, all areas behind rub rail mounting surface and or as directed by the COR, preserve up to 20 percent of the freeboard as follows:

3.5.4.1 Power tool clean to SSPC-SP 11. Use caution to not deform the aluminum surfaces throughout the preparation process.

3.5.5 To the entire freeboard including other normally painted appendages, power tool clean to SSPC-SP 3, at a minimum, hand sand with 60 grit sandpaper to all specified surfaces. Clean all loose residue with a thorough fresh water wash and scrub down of all surfaces affected.

3.5.6 Where exiting primer was missing, paint was bubbled or repair work was performed and rub rail mounting surfaces, apply one (1) coat of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer.

3.5.7 Install rub rail. Renew 30 liner feet of previously damaged rub rail. Renew mounting angle bar. New angle bar shall be prepared and primed with (1) coat of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer prior to installation.

3.5.8 Paint the entire waterline to deck surfaces including coaming, including other normally painted appendages with one (1) coat of marine grade epoxy anticorrosive or equal to the mil thickness as specified by the manufacturer.

3.5.9 Paint the entire waterline to deck surfaces including coaming, including other normally painted appendages with one (1) coat of marine grade polyurethane finish to the mil thickness as specified by the manufacturer. Paint draft marks using marine grade polyurethane finish. Refer to paint schedule in paragraph number 6 for paint color requirements.

3.5.10 Paint vessel's name HARRELL in block letters on transom, centered, as existing dimensions. Below HARRELL, paint U.S. ARMY CORPS OF ENGINEERS centered, as existing dimensions. Paint the words U.S. CORPS OF ENGINEERS in block letters on the bow port and starboard as existing dimensions. All lettering on the vessel as scribed is to be used as guide. All lettering and staff marks will be done using marine grade polyurethane finish. Refer to paint schedule in paragraph number 6 for paint color requirements.

**3.6 Preserve main deck, mooring/towing bits and other deck appendages.**

3.6.1 Pressure wash main deck, mooring/towing bits and other deck appendages with clean water.

3.6.2 Where exiting primer is missing, paint has bubbled or not adhered, and as directed by the COR, power tool clean bare metal surfaces to SSPC-SP 11.

3.6.3 To the entire main deck, mooring/towing bits and other deck appendages including other normally painted surfaces, power tool clean to SSPC-SP 3, at a minimum, sand with 60 grit sandpaper to all specified surfaces. Clean all loose residue with a thorough fresh water wash and scrub down of all surfaces affected.

3.6.4 Where exiting primer was missing, paint was bubbled or repair work was performed, apply one (1) coat of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer.

3.6.5 To the entire main deck, paint with one (1) coat of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer. Non skid additive at 1 to ½ gallons of additive to 5 gallons of paint shall be applied in conjunction with the final paint coat to the deck. Paint mooring/towing bits and other deck appendages including other normally painted surfaces with one (1) coat of a marine grade durable coating system that is compatible with the marine grade epoxy anticorrosive primed surfaces. Refer to paint schedule in paragraph number 6 for paint color requirements.

3.7 Preserve exterior pilothouse cabin, cabin and pilothouse top, cabin and pilothouse top appendages, hand rails, deck railing deck vents, storage box, air intakes, external fuel tanks and davit.

3.7.1 Pressure wash the exterior pilothouse cabin, cabin and pilothouse top, cabin and pilothouse top appendages (mast, etc), hand rails, deck railing, deck vents storage box, air intakes, and crane with clean fresh water.

3.7.2 Where exiting primer is missing, paint has bubbled or not adhered, and as directed by the COR, power tool clean bare metal surfaces to SSPC-SP 11.

3.7.3 To the entire main exterior pilothouse cabin, cabin and pilothouse top, cabin and pilothouse top appendages (mast, etc), hand rails, deck railing, deck vents storage box, air intakes, and crane including other normally painted surfaces, power tool clean to SSPC-SP 3, at a minimum, hand sand with 60 grit sandpaper to all specified surfaces. Clean all loose residue with a thorough fresh water wash and scrub down of all surfaces affected.

3.7.4 Where exiting primer was missing, paint was bubbled or repair work was performed, apply one (1) coat of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer.

3.7.5 To the entire main exterior pilothouse cabin, cabin and pilothouse top, cabin and pilothouse top appendages (mast, etc), hand rails, deck railing, deck vents storage box, air intakes, and crane including other normally painted surfaces, paint with one (1) coat of marine grade epoxy anticorrosive to the mil thickness as specified by the manufacturer. Refer to paint schedule in paragraph number 6 for paint color requirements

3.7.6 To the entire main exterior pilothouse cabin, cabin and pilothouse top, cabin and pilothouse top appendages (mast, etc), hand rails, deck railing, deck vents storage box, air intakes, and crane including other normally painted surfaces, paint with one (1) coat of marine grade polyurethane finish to the mil thickness as specified by the manufacturer. Refer to paint schedule in paragraph number 6 for paint color requirements

#### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

## 5. QUALITY ASSURANCE

### 5.1 Preservation preparation and application.

5.1.1 The Contractor shall ensure that surface preparation is clean, oil free and meets the manufactures minimum profile requirements.

5.1.2 The Contractor shall inspect each paint coat to ensure that there are no pinholes, misses, skips, runs, sags, overspray, underspray, dryspray, or other visible paint defects that will affect the performance of the coating system. Repair all defects.

## 6. NOTES

6.1 Critically-coated surfaces. Critically-coated surfaces are defined as follows:

Underwater body surfaces.

Freeboard.

Superstructure.

Exterior decks.

Tanks and Voids.

All surfaces exposed to salt contamination.

6.2 Colors shall conform to Federal Standard No. 595B COLOR BOOK. The book as well as individual paint chips (3" x 5") may be procured from the General Services Administration/Specifications Section as follows:

GSA/FSS/Specification Section	Phone: (202) 619-8925
470 L'Enfant Plaza East SW, Suite 8100	FAX: (202) 619-8978
Washington, DC 20407	

The coloring schedule shall be as follows:

<u>AREA</u>	<u>COLOR/FS595 NUMBER</u>
Hull Exterior	Black/17038
Hull Markings	White/27880
Exterior Decks	Red Oxide/Deck Red
Exterior Deck Coaming	Striping Red/11350
Deck Fittings	Yellow/13591
Deckhouse Exterior	Old Ivory/17855
Deckhouse Markings	Black/17038
Hand Rails & Stair Rails	Silver/17178
Insignia Base Plate	Striping Red/11350
Name Board Letters	Gold/23594
Name Board Background	Blue/25102

**WORK ITEM NO. 3  
ULTRASONIC TESTING**

**1. SCOPE**

1.1 Scope. This work item describes the requirements for performing ultrasonic testing of structures or surfaces of the Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

American Society for Testing and Materials (ASTM) E127-98 Standard Practice for Fabricating and Checking Aluminum Alloy ULTRASONIC

53 Foot Patrol Boat, Hull Scantling Plans, Drawing Number 484-C305-01

**3. REQUIREMENTS**

3.1 Ultrasonic hull testing (UT). Perform an ultrasonic test to determine thickness of the vessels hull. The test shall be compared to the original thickness of the shell plate areas being tested.

3.1.1 Test 150 areas (shots) in a uniform grid area of the hull or in areas as directed by the COR.

3.2 Report of UT. Provide a copy of the UT report to the COR within 25 percent of the availability performance period.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Reporting format. The report shall depict a grid pattern (or pattern in areas as directed by the COR).

**5. NOTES**

None

**WORK ITEM NO. 4**  
**PROPULSION SHAFTING, PROPELLERS AND STEERING SYSTEM**

**1. SCOPE**

1.1 Scope. This work item describes the requirements for inspecting the propulsion shafting, shaft alignment, repairing propellers, inspecting rudders, renewing steering system hoses, relocate steering jog lever and cleaning steering system on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Machinery Installation, Drawing Number 484-C605-01  
53 Foot Patrol Boat, Rudders and Steering System, Drawing Number 484-C615-01

**3. REQUIREMENTS**

3.1 Propulsion shafting. The Contractor shall visually inspect the shafts port and starboard for damage or defects.

3.1.2 Stern tube and strut bearings. The Contractor shall measure port, starboard, top, and bottom clearances on the forward and after ends of all stern tube and strut bearings when applicable. Note the type of instrument used and the depth of the measurements. Examine and note the condition of shaft seals.

3.1.3 Adjust shaft alignment. After all structural repair work is complete and the vessel is undocked, adjust shaft coupling to reduction gear coupling to align the shaft. The COR will witness final alignment inspection prior to bolting up shaft to reduction gear couplings.

3.2 Remove and repair propellers. Remove propellers port and starboard. Inspect propellers and nuts for cracks, damage and other defects. Prior to removal, mark each propeller as to its location.

3.2.1 Overhaul propellers to a ISO "Class 1" Standard. A printout of the propellers pitch angles at a minim of 4 points per blade including mean effective pitch shall performed before and after the propeller is repaired. A copy of the printout shall be provided to the COR prior to installing the propellers.

3.2.2 Check propeller fit. Clean the propeller bores and conduct a fit-up check to the propeller shaft taper using Prussian Bluing. The check is to be performed without drawing propeller up on the shaft with a fastener. If fit-up is less then 80 percent, hone bore until the surface of the bore meets this requirement. Perform final fit-up check in the presence of the COR.

3.2.3 Reinstall propellers. After the propellers are fitted, reinstall the propellers to the shafts using original nuts, keys and new cotter pins.

3.3 Rudder inspection. The Contractor shall visually inspect the rudders port and starboard for damage or defects.

3.3.1 Rudders measurements. Measure the rudder bearing clearances at 90- degree intervals at both upper and lower ends of rudder bearings. Remove and reinstall any bearing retainers as necessary to facilitate measurement taken.

3.3.2 Rudder Packing Replacement. Remove packing from port and starboard rudder packing glands. Clean rudder packing gland assembly. Renew flax packing in each rudder gland. Adjust packing after dock and sea trials in accordance with normal marine practices.

### 3.4 Clean and repair steering system.

3.4.1 Renew all hydraulic hoses and associated fittings in steering system. New hoses shall be pressure tested and tagged. Tag shall indicate test date and pressures. Hose fittings shall be CRES material.

3.4.2 Clean and flush hydraulic system. Remove oil from system in its entirety. Clean the hydraulic reservoir. Flush hydraulic system using new oil and a separate filtration system. After all contaminants are removed, fill reservoir to full mark using new, clean hydraulic oil. **Note:** Oil type to be used for flushing and filling of reservoir shall be a premium grade AW32 type oil. **Note:** The hoses for the crane will be renewed under another work item within this contract, so cleaning of the common reservoir shall be coordinated.

3.4.3 Test steering indicator for accuracy. Adjust indicator as necessary to achieve alignment at rudder amidships position.

### 3.5 Relocate steering jog lever.

3.5.1 Remove steering jog lever and rudder angle indicator from aft control station. Remove wiring and all associated fasteners, clips and lugs.

3.5.2 Fabricate cover plate to cover hole where jog and lever rudder angle indicator were mounted. New cover plate shall be fabricated from materials as mounting plate. New cover plate shall be fabricated and install to prevent water intrusion and shall have a neat appearance. Cover shall be painted in conjunction with the work item titled exterior preservation.

3.5.3 Mount jog lever adjacent to helm in pilothouse. Final mounting location shall be coordinated with COR approval. Wire jog lever to existing control valve system as original. New wiring shall meet minimum NEMA and CG standards. Wiring shall be supported every 6 inches.

3.6 Testing steering system. Test steering system and inspect for leaks. Correct any defects. Conduct final testing in presence of COR.

3.6.1 Test steering system prior to undocking. Check for leaks, binding or other defects. Correct all deficiencies.

3.6.2 Test steering system during sea trials. Check for leaks, binding or other defects. Correct all deficiencies. The vessels crew will assist the contractor during sea trails with testing of system.

## 4. GOVERNMENT FURNISHED MATERIAL (GFM)

4.1 None

## 5. QUALITY ASSURANCE

5.1 Propellers are to be removed and installed with care as not to damage blade surfaces.

## 6. NOTES

6.1 Do not grind or modify propeller shaft tapers.

6.2 The vessel's crew will provide assistance to the contractor to operate equipment during dock and sea trials for the purpose of inspection.

## **WORK ITEM NO. 5 STRUCTURAL REPAIRS**

### **1. SCOPE**

1.1 Scope. This work item describes the requirements for structural repairs to Vessel HARRELL.

### **2. APPLICABLE DOCUMENTS**

American Society for Nondestructive Testing, (ASNT) Non Destructive Testing Handbook

53 Foot Patrol Boat, Hull Scantling Plans, Drawing Number 484-C305-01

53 Foot Patrol Boat, Superstructure Scantling Plan, Drawing Number 484-C315-01

53 Foot Patrol Boat, Rails and Ladders, Drawing Number 484-C425-01

### **3. REQUIREMENTS**

3.1 Crack repairs. The Contractor shall multi-pass weld repair up to 2 liner feet of cracks in areas designated by the COR.

3.1.1 Crack repairs include end drilling, V-grooving, thoroughly cleaning and welding. Selected filler materials shall be as original.

3.1.2 Crack repairs include the removal and installation of minor interferences and gas freeing the surrounding area in accordance with applicable safety requirements.

3.1.3 Crack repairs include touching up painted surfaces to match existing.

3.1.4 The Contractor will provide only qualified welders familiar with the procedures for Aluminum Alloy 5086 and Filler Alloy 5356.

3.2 Shell plate or other miscellaneous repairs. The Contractor shall repair shell plate or other miscellaneous areas on the vessel including up to 6 sq. ft. of plate inserts. Further defined as up to 3 repair areas until 6 sq. ft. of plate is consumed. All welding of repair areas shall conform to applicable documents.

3.3 Stanchion repairs. Repair the stanchion, port side (forward of gangway opening) by cropping off base, cleaning surfaces flush. Straighten stanchion and replace or straighten base plate and weld stanchion to the deck using filler materials alloy 5356.

3.4 Renew bow railing stanchion safely chain mounts. Remove six (6) riveted chain clips from bow railing area port and starboard and fabricate and weld aluminum chain clips similar to clips on other areas of the stanchions amidships.

3.5 Modify bow mooring bit. Modify the bow mooring bit's horizontal cleat 4 inches total dimension. Using materials as exiting, weld material to the horizontal portion of the bit, 2 inches to each end, and then weld a cover plate to the end and fare smooth to form a closed end.

### **4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

## **5. QUALITY ASSURANCE**

5.1 All underwater hull repairs shall be inspected using Non Destructive Testing dye penetrate. Following successful NDT, water hose test the repair area to confirm no leaks. Repair any found defects when conducting NDT or water hose inspection test.

## **6. NOTES**

None

**WORK ITEM NO. 6  
RENEW ZINCS**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to renew all zinc anodes on the hull, appendages and engines of Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

None

**3. REQUIREMENTS**

3.1 Renew zinc anodes and fasteners in the following locations.

3.1.1 On stern, four (3) bolt on 4 inch X 10 inch (approximate).

3.1.2 On rudders, two (2) rudder style zincs (R-5).

3.1.3 On propulsion shafts, four (4), (2 on each shaft), 2 ¼ inch shaft zincs.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Zinc anodes surfaces are not to be painted, nor are attachment points between the zinc and the fasteners to be painted. The surface of the hull beneath the zinc other than attachment point that are normally painted, shall be painted when the underwater hull or appendages is being painted

5.2 After zincs are installed use a meter to check resistance between the zincs and the hull to confirm continuity. If continuity between zinc and hull is not present, unbolt zinc, remove sufficient paint from behind zinc and reinstall. Perform continuity test to confirm connection is satisfactory.

5.2 Before undocking, inspect all underwater zincs to verify that covering and or overspray paint is removed.

**6. NOTES**

None

**WORK ITEM NO. 7**  
**RELOCATE GENERATOR SEA STRAINER AND OVERHAUL SEA VALVES AND STRAINERS**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to relocate the sea strainer for the generator and overhaul all sea valves and strainers and on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Engine Cooling System, Drawing Number 484-C640-01

**3. REQUIREMENTS****3.1 Relocate generator sea strainer.**

3.1.1 Provide all materials and relocated the existing generator sea strainer to a location forward and to starboard of port diesel engine air silencer. All materials shall be as existing and configuration shall be similar to existing. Final mounted location shall be as directed by the COR.

**3.2 Clean and inspect sea strainers.**

3.2.1 Disassemble and clean main engines and generator sea strainers. Inspect each strainer for excessive wear or damage. Provide a Condition Found Report of findings (total of 3 strainers).

3.2.2 Renew all gaskets and any fasteners that are worn.

3.2.3 Reassemble main engines and generator sea strainers.

3.3 **Sea valve inspection.** Remove main engines and generator sea valves (3 valves total). Prior to removal of the sea valves, tag each component as to its system and location

3.3.1 Disassemble and clean main engines and generator sea valves. After cleaning, visually inspect each valve for pitting, damage, binding or other defects. Provide a Condition Found Report of findings.

3.3.2 Reassemble valves using new seals and packing. Perform a hydrostatic test and a handle position test to ensure that valve does not bind on each sea valve in the presence of the COR.

3.3.3 Reinstall main engines and generator sea valves. Renew all defective fasteners.

3.4 Once vessel is waterborne, check valves piping and strainers for leaks. Correct any defects. Test valves and strainers during an operational sea trial. Correct any defects.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Before undocking, inspect all sea valves and strainers and ensure that they are in the closed position.

5.2 While undocking, inspect each sea valve to ensure there are no leaks. Re-dock vessel and correct leaks if found.

**6. NOTES**

None

**WORK ITEM NO. 8**  
**MAIN ENGINES AND GENERATOR REPAIRS AND MODIFICATIONS AND SILENCER RENEWAL**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to tune up the main engines and generator including renewal of injectors, hoses, impellers, piping, cleaning coolers and repair of other miscellaneous items including renewing main engine silencers, all exhaust lagging, relocating the lube oil filter for the port diesel and installing a fast lube oil change system (FLOCS) on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Engine Exhaust System, Drawing Number 484-C650-01

**3. REQUIREMENTS****3.1 Tune up main engines and generator.**

3.1.1 Tune up main engines and generator. Renew all fuel injectors with manufacturer's certified new or rebuilt injectors. Adjust injectors, valves and timing to manufacturers specifications.

3.1.2 Remove and professionally clean and hydrostatically test heat exchanges. Reinstall heat exchangers. Renew thermostats and heat exchanger coolant pressure caps.

3.1.3 Renew raw water engine impellers. Renew the impellers and associated gaskets on the raw water pumps.

3.1.4 Renew all drive belts.

3.1.5 Renew all engine zinc anodes.

3.1.6 On main diesel engines, renew OEM pipe, gaskets and fasteners that goes from centrifugal water pump to heat exchanger. Discard of removed pipe and fasteners.

3.1.7 Remove clean and reinstall intake air boxes.

3.1.8 Renew all hoses on engines and reduction gears including coolant systems, oil systems, fuel systems, air intake system and exhaust systems including hoses between exhaust manifold to mufflers. New hoses shall be tagged. Tag shall indicate test date.

3.1.9 Renew all clamps, gaskets, o'rings and seals that were removed or disturbed during all repairs conducted within this work item. Renew all damaged, corroded or worn fasteners that were removed or disturbed during repairs conducted within this work item. All hoses requiring clamps on the sea water inlet side of system shall be double clamped. All new hose clamps (clamp and screw) shall be of 316 CRES material.

3.2 Renew main diesel engine silencers.

3.2.1 Remove existing main diesel engine silencers. Fabricate new silencers in accordance with applicable documents and install new silencers as existing. Discard of removed silencers. Renew all hoses, clamps and related mounting materials. All hoses requiring clamps on the sea water inlet side of system shall be double clamped. All new hose clamps (clamp and screw) shall be of 316 CRES material.

3.3 Renew all engine exhaust lagging in machinery space.

3.3.1 Remove all engine exhaust lagging. Fabricate and install new removable blanket type exhaust lagging to all existing lagged surfaces.

3.4 Relocate attached lube oil filter on port diesel engine.

3.4.1 Provide and install a remote lube oil mount kit to the port diesel engines lube oil filter. Remote kit shall be similar to remote lube oil filter kit that is mounted to starboard diesel. Fabricate brackets as required to mount remote filter base to deck support. Final mounted location shall be as directed by the COR.

**3.5 Provide and install a fixed lube oil change system to the diesel two (2) diesel engines and the one (1) generator.**

3.5.1 Provide and install one (1) fixed lube oil change system motor assembly to the vessels engine room and one (1) fixed lube oil change system quick connect kit to each diesel engine and the generator total of three (3). The location of the fixed lube oil change system access fittings shall be positioned in a manner that will allow easy access for the center of the engine compartment to evacuate and fill oil from all engines. Final mounted location of hose connection points shall be as directed by the COR.

3.6 Renew oil, filters and coolant.

3.6.1 Renew oil and oil filters in engines and reduction gears. Lubricating oil shall meet the following minimum requirements: SAE 40, CD-II, Milspec MIL-L-2104D.

3.6.2 Renew fuel filters (primary and secondary) in engines.

3.6.3 Flush cooling systems and renew coolant in engines. New coolant shall be glycol based coolant mixed 50/50 with distilled water.

3.7 Clean engines.

3.7.1 After completion of all repair work within this specification, thoroughly clean main engines and generator free of oil, dirt and other contamination.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Final hydrostatic testing of heat exchangers shall be performed in the presence of the COR.

5.2 Inspect all work conducted within the scope of this work item during dockside and sea trials. Correct all deficiencies.

**6. NOTES**

6.1 Diesel engines are Detroit Diesels 8-71N Series.

6.2 Generator is Northern Lights, Model M-964-20, 20 KW

**WORK ITEM NO. 9**  
**MODIFY AND REPAIR HATCHES AND REPAIR WINDOW**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to modify engine hatches to provide hydraulic spring opening assistance, renew hatch gaskets and repair a window on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Hull Scantling Plans, Drawing Number 484-C305-01

**3. REQUIREMENTS**

3.1 Modify three (3) engine access deck hatches.

3.1.1 The contractor shall design, fabricate and install hydraulic assist springs to the two (2) main diesel engine hatches and one (1) generator hatch. The intent of this modification is to allow for safe opening and closing of the hatches, requiring minimal lift effort by one person to open and close the hatches. All materials welded to underside of deck and existing hatches shall be compatible with existing hull materials. Contractor shall submit spring installation proposal to COR for approval prior to commencement of the modifications.

3.2 Renew gaskets on all deck hatches.

3.2.1 On the two (2) main diesel engine hatches, one (1) generator hatch, forepeak hatch and lazarette hatch, remove existing gasket material. Remove residual glue and clean surfaces where gasket was removed

3.2.2 Renew gaskets in sealing surfaces of each hatch. Gaskets material shall be made of neoprene, similar to size and type as existing. Glue the gasket to the sealing surface using an adhesive that is compatible with the gasket material and the hatch.

3.2.3 Test hatches for watertight seal. Test the door knife-edge seal by the chalk test and then the water hose method. Correct all leaks.

3.2.4 After installation and satisfactory testing is complete, wipe the exposed surface of the gasket with silicone grease.

3.3 Renew aft window in cabin, port side.

3.3.1 Remove broken window (glazing) from the aft window in the cabin on the port side. Fabricate and reinstall a new window (glazing) as existing.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Conduct a final water hose test of hatches in the presence of the COR.

5.2 Hatches shall not bind and only reasonable effort should be necessary to open and close doors and hatch. If found to be binding or difficult to open or close, correct deficiency and re-test.

**6. NOTES**

None

**WORK ITEM NO. 10**  
**REMOVE DIESEL FIRED HEATER AND RENEW CLIMATE CONTROL SYSTEM**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to remove the diesel fired heater system and renew climate control system including installation of a defrost system to the pilothouse windows on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Heating Ventilation and Air Conditioning System, Drawing Number 484-C685-01

**3. REQUIREMENTS**

Note: The intent of this work item is to remove the existing heating system and air condition systems, then provide and install a reverse cycle (heat pump) system in its entirety and a defrost system.

Note: The contractor shall draft a plan for installation of the new system and shall provide a copy of the plan to the COR prior to beginning installation of the new system.

Note: All new materials including hoses, valves, clamps and mounts shall comply to the minimum ASTM A-351, US Coast Guard rules listed under 46 CFR Chapter I, Subchapter T and ABYC Standards throughout the performance of this work item.

3.1 Remove diesel fired heating system.

3.1.1 Remove diesel fired heating system, including heater, wiring, switches, duct work, fuel lines, fuel reservoir, mounts and brackets in their entirety. Heater assembly shall be given to COR for final disposal. Discard of all other removed materials.

3.2 Remove two (2) central air conditioner systems.

3.2.1 Remove two (2) Duo-Therm central air conditioner systems, including condenser units, evaporator units, wiring, switches, ducting, mounts and brackets. Discard of all removed materials.

3.3 The contractor shall provide and install a marine air conditioning system, 30,000 BTU/H (minimum), single reverse cycle condensing unit and two (2) evaporator/blower units and all associated materials, hardware and equipment, including but not limited to ducting, controller, power supply panel, wiring, electric box, thermostats and display units, piping, seawater pump, sea strainer, sea valves, thru-hulls.

3.3.1 Install the condensing unit and related materials in the hold space, port side, outboard, near location of removed heater. Modify existing space to accommodate new condensing unit, including fabrication of foundations, mounting brackets, controller, wiring, piping, and all related materials for installation.

3.3.2 Install Evaporator/Blower (air handler) units, ducting, transition box, supply air grill, return air grill and filter in existing air handler unit spaces. Modify existing spaces to accommodate new air handlers, including joiner work, thermostats, wiring, piping, foundations and all related materials for installation. Ductwork shall be routed similar to existing, including adding a duct where existing heater has duct discharge outline in cabin seat.

3.3.3 Install sea water pump, sea strainer, sea valve (ball valve) and thru-hull fittings, clam shell scoop and overboard discharge fitting in center hold compartment. Modify existing spaces to accommodate new sea water pump, sea strainer, sea valve and thru-hull fitting with clam shell scoop, including joiner work, foundations, wiring, piping, weldment and all related materials for installation. Perform Non Destructive testing (NDT) using the Liquid Penetrate method to all welds in accordance with applicable documents. Grind out, reweld and NDT all defects

3.4 Fabricate and install a defrost system to the pilothouse forward windows.

3.4.1 Fabricate and install ducting, transition boxes, grills, blower motor, switch, circuit breaker, wiring, mounts, fasteners and all other necessary hardware to produce a functional defrost system, to the forward three windows.

3.4.1.1 Ducting shall be fabricated and Y off of new air handler unit that is mounted in galley area portion of cabin. Ducting shall then have an inline multi-speed blower motor installed. Discharge of blower motor shall be feed to three (3) transition boxes with closable grills on the console surface, below the forward three (3) windows in the pilothouse. Blower shall be controlled from variable speed switch on console. Power to blower shall be fused with a circuit breaker.

3.5 System testing.

3.5.1 Perform test of climate control system during dockside and sea trials. System testing shall prove that air handler system functions in accordance with the manufacturers recommendations.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Conduct final test of climate control system in the presence of the COR.

**6. NOTES**

None

**WORK ITEM NO. 11**  
**REPAIR HYDRAULIC CRANE AND INSTALL TIMBER GRAB**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to repair the hydraulic crane and install a timber grab on the crane on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Crane Hydraulic Schematic, Drawing Number 484-C655-01

**3. REQUIREMENTS**

Note: Hydraulic system tank cleaning will be performed under a work item titled Propulsion Shafting, Propellers and Steering System.

3.1 Renew and modify crane hydraulic valve manifold and associated components.

3.1.1 Remove existing crane valve manifold system, including control valves, relief valves, check valves, hoses and mounting hardware. Discard of all other removed materials.

3.1.2 Renew crane valve manifold as exiting except that new manifold assembly shall include six (6) control valves and related hardware. New hydraulic manifold system shall include but is not limited to the control valves, control handles, relief valves, check valves, hoses and mounting hardware. All hose fittings shall be made of 316 CRES material.

3.2 Install a contractor furnished hydraulic timber/log grab to crane.

3.2.1 Provide and install a hydraulic timber/log grab assembly, with hydraulic rotator to the existing crane or equal. Hydraulic timber/log grab assembly shall include but is not limited to a hook bale and quick disconnect hose coupling and all other materials and hardware necessary to make the Hydraulic timber/log grab assembly a fully functional component of the existing crane. Timber grab assemblies shall meet the following minimums, capability 0.25m<sup>2</sup>, opening width 1470 mm.

3.2.2 Fabricate and install tang weldments on end of crane boom to accommodate new hook bale. Old tag weldments shall be removed. New tangs shall be made of similar materials as existing boom tangs. Additionally, install an additional tang assembly and a sheave to allow use of the existing winch cable. The tangs for the winch cable shall not interfere with the operation of the Timber Grab. And shall be fabricated in a manner to allow the sheave to be removed from the boom when the winch cable is not needed. Non destructive testing (NDT) shall be performed on all welds. NDT procedures shall include 100% visual and dye penetrate methods.

3.2.3 Test and certify crane. Affix a label plate to the crane that indicates test date and test load.

3.3 System testing.

3.3.1 Perform operational test of crane during dockside and sea trials. System testing shall prove that crane functions in accordance with the manufacturers recommendations.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

## **5. QUALITY ASSURANCE**

5.1 Conduct final test of crane in the presence of the COR.

## **6. NOTES**

None

**WORK ITEM NO. 12**  
**REMOVE AFT ENGINE CONTROLS AND RENEW PILOTHOUSE CONTROLS**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to remove aft engine controls and renew pilothouse controls on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

None

**3. REQUIREMENTS**

3.1 Remove pilothouse and aft engine controls.

3.1.1 Remove engine controls from the pilothouse including, but not limited to throttle controls, clutch controls, control cables and all associated mounting hardware.

3.1.2 Remove engine controls from the aft control station including, but not limited to throttle controls, clutch controls, control cables and all associated mounting hardware.

3.1.3 Remove engine compartment mounted control units, cables, mounting hardware and mounts.

3.2 Cover aft throttle and clutch control's mounting holes.

3.2.1 Fabricate and install cover plates to cover hole where throttle and clutch control levers were mounted. New cover plates shall be fabricated from materials similar to mounting plate. New cover plates shall be fabricated and install to prevent water intrusion and shall have a neat appearance. Cover shall be painted in conjunction with the work item titled exterior preservation.

3.3 Provide and install new engine controls.

3.3.1 Provide and install new single lever, two handle, push-pull, control engine controls in the pilothouse in the vicinity of the original control mounting location. Control shall have ability to allow engine clutch to disengage when lever is in neutral position, shall have built in device to prevent engine creep-back while in forward gear without loss of RPM's, shall be made of cast silicon brass and stainless steel and shall have T-shaped control handles. Fabricate and install cover plates as necessary to make up the difference from the mount installation of the old controls to meet the mounting requirements of the new controls.

3.3.2 Provide and install new heavy duty, high efficiency, shift and throttle cables from engine controls in pilothouse to engine and reduction gears. Provide and install engine control “control kits” to control head for connection of control cables. Renew all mounting hardware, fittings, fasteners and stuffing tube seals.

3.3.3 Adjust controls and cables in accordance with manufacturers recommendations. Adjustments shall ensure controls do not creep when a hand is not on the controls.

3.4 System testing.

3.4.1 Perform operational test of engine controls during dockside and sea trials. System testing shall prove that controls functions in accordance with the manufacturers recommendations

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Conduct final test of controls in the presence of the COR.

**6. NOTES**

None

**WORK ITEM NO. 13**  
**INSTALL VIDEO MONITOR SYSTEM AND RELOCATE OTHER ELECTRONIC EQUIPMENT**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to install a video monitor system and relocate other electronic equipment on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

None

**3. REQUIREMENTS**

3.1 Provide and install a video monitoring system.

3.1.1 Provide and install a 9 inch (minimum) color video monitor and switching unit in the pilothouse, mounted where it is visible from the helmsman's position, without blocking exterior visibility. Installation includes mounting, monitor mounting bracket, wiring, providing circuit protection, fasteners, and all other necessary materials required to mount the video system in its entirety.

3.1.2 Provide and install three (3) video cameras, with lens for interior.

3.1.2.1 Provide and install one weather/water tight camera on the back of the vessels main cabin using exterior adjustable mount assembly. Camera shall be mounted in such a manner as to not interfere with existing systems or structures. Camera shall be connected to monitor in the pilothouse through the switching unit. Provide and install mounts and necessary hardware and wiring to mount the camera to allow a clear view of aft deck and the hydraulic crane. All hardware shall be made of non-corrosive materials or shall be made to perform as non-corrosive materials. A stuffing tube shall be mounted where wires pass through bulkheads or decks.

3.1.2.2 Provide and install a camera in the engine compartment of the vessel using an adjustable mount assembly. Camera shall be mounted in such a manner as to not interfere with existing systems or structures. Camera shall be connected to monitor in the pilothouse through the switching unit. Provide and install mounts and necessary hardware and wiring to mount the camera to allow a clear view of main engines and generator. A stuffing tube shall be mounted where wires pass through bulkheads or decks.

3.1.2.3 Provide and install a camera in the crew compartment of the vessel using an adjustable mount assembly. Camera shall be mounted in such a manner as to not interfere with existing systems or structures. Camera shall be connected to monitor in the pilothouse through the switching unit. Provide and install mounts and necessary hardware and wiring to mount the camera to allow a clear view of the passenger compartment. A stuffing tube shall be mounted where wires pass through bulkheads or decks.

3.2 Relocate other electronic equipment.

3.2.1 Relocate depth finder to forward area, overhead, slightly to right of helmsman's position. The contractor shall remove existing depth finder from its current location on the console and reinstall it using new mount, fasteners and wiring including coaxial extensions as required to relocate the depth finder. Final mounting location shall be approved by the COR.

3.2.2 Relocate Northstar GPS to forward area, overhead, slightly to right of helmsman's position and adjacent to the depth finder relocation area. The contractor shall remove existing Northstar GPS from its current location on the console and reinstall it using new mount, fasteners and wiring including coaxial extensions as required to relocate the Northstar GPS. Final mounting location shall be approved by the COR.

3.2.3 Relocate ICOM V100 radio and external speaker to port bulkhead area, below and to right of helmsman's position, below existing VHF radios. The contractor shall remove existing ICOM V100 radio and external speaker from its current location on the console and reinstall it using new mount, fasteners and wiring including coaxial extensions as required to relocate the ICOM V100 radio and external speaker. Final mounting location shall be approved by the COR.

3.3 Cover depth finder, Northstar GPS, ICOM V100 radio and speaker mounting holes.

3.3.1 Fabricate and install cover plates to cover hole where depth finder, Northstar GPS and ICOM V100 radio and external speaker were mounted. New cover plate or plates shall be fabricated from materials similar to mounting plate. New cover plates shall be fabricated and install to prevent water intrusion and shall have a neat appearance.

3.4 System testing.

3.4.1 Perform operational test of video monitor system and relocated electronic equipment during dockside and sea trials. System testing shall prove that video monitor system and relocated electronic equipment functions in accordance with the manufacturers recommendations.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Conduct final test of video monitor system and relocated electronic equipment in the presence of the COR.

**6. NOTES**

None

**WORK ITEM NO. 14**  
**CLEAN DRAINS AND MSD SYSTEM**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to clean drains and the MSD system on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

None

**3. REQUIREMENTS**

3.1 Clean deck drains under engine hatches.

3.1.1 Mechanically or chemically cleans three (3) deck drains under engine hatches.

3.1.2 Fabricate and install a strainer plate at each drain entry. Strainer plate shall be made of CRES material and shall be removable once installed.

3.2 Renew discharge hose on toilet and clean MSD tank and drains.

3.2.1 Renew discharge hose and all clamps between toilet and MSD tank. New hose shall be heavy duty smooth wall construction and contain Bio Guard compounds to inhibit odor and organisms. Hose clamps shall be doubled at each end of hose and shall be made of CRES materials.

3.2.2 Clean MSD system sewage holding and treatment tank. Tank shall be emptied and cleaned free of all foreign materials.

3.2.3 Clean sewage discharge piping between tank and overboard discharge. Piping shall be emptied and cleaned free of all foreign materials.

3.3 Clean sink drains.

3.3.1 Clean galley and head compartments sink drains. Drain piping or hose shall be emptied and cleaned free of all foreign materials between sink basin and overboard discharge.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Inspect all drain lines, hoses and piping for leaks during dock and sea trials.

**6. NOTES**

None

**WORK ITEM NO. 15**  
**RENEW WINDSHIELD WIPER SYSTEM**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to renew the windshield wiper system on Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

None

**3. REQUIREMENTS**

3.1 Renew windshield wiper motors.

3.1.1 Remove three (3) existing windshield wiper motors, wiper arms, wiper blades, switches and wiring.

3.1.2 Provide and install three (3) new heavy duty, 24 VDC, multiple speed, automatic parking, stainless steel shaft, windshield wiper motors, to existing mounting locations.

3.1.3 Provide and install three (3) new heavy duty, deluxe adjustable parallel arm windshield wiper arms to windshield wiper motors.

3.1.4 Provide and install three (3) new heavy duty, wiper blades, to windshield wiper arms.

3.1.5 Provide and install three (3) new rocker switches to location of existing switches. Modify and trim out paneling to accommodate switches.

3.1.6 Provide and install wiring between power source, switches and windshield wiper motors. New wiring shall be marine grade, tinned and shall have double crimp terminals at ends of wires. All wire shall be supported at a minimum of 6 inches. Wiring shall comply with current ABYC and CG standards.

3.2 Test windshield wiper system.

3.2.1 While providing water to exterior of windshield, test windshield wipers. Test shall verify that wipers work satisfactory at multiple speeds and park at edge of windows when powered off. Correct all deficiencies.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Conduct a test of windshield wiper system in the presence of the COR.

**6. NOTES**

None

**WORK ITEM NO. 16**  
**CLEAN FUEL TANK AND INSTALL TANK LEVEL INDICATOR**

**1. SCOPE**

1.1 Scope. This work item describes the requirements to clean the diesel fuel tank and install a tank level indicator on the Vessel HARRELL.

**2. APPLICABLE DOCUMENTS**

53 Foot Patrol Boat, Outboard Profile, Drawing Number 484-C630-01

**3. REQUIREMENTS**

3.1 Clean one (1) 565 Gal (internal) fuel tank located in the lazarette.

3.1.1 Isolate the fuel tank. Tag out systems and valves until all work is complete. Realign valves and remove tag-outs prior to Dock Trials.

3.1.2 Pump out all fuel oil from the fuel tank. Measure the quantity of fuel removed and re-supply the tank with the same quantity of fuel prior to dock trials at the end of this contact.

3.1.3 Open and gas free the tank. Retain all manhole cover fasteners, discard of manhole cover gasket.

3.1.4 Clean the fuel tanks free of all sediment corrosion or other contaminants.

3.1.5 Inspect interior and exterior of tank and fittings for corrosion or other damage. Provide a CFR to COR within 24 hours of inspection to indicate findings.

3.1.6 Perform final inspection of cleaned tank in the presence of the COR.

3.2 Inspect and test fuel emergency shut off.

3.2.1 Perform a visual inspection of the emergency fuel cut off valve mechanism, including the valve, the pull cable and all related hardware.

3.2.2 Clean and lubricate valve and pull cable assembly.

3.2.3 Test pull cable at deck station. Correct any found discrepancies.

3.3 Install a tank level indicator system.

3.3.1 The contractor shall provide all materials necessary to install a tank level indicator system. The system shall include at a minimum, a tank level indicator mounted to the fuel tank, a gauge mounted to the pilothouse console, all necessary wiring, switches, mounting hardware and doubles to the fuel tank as needed to provide a complete tank level indicator system. The contractor's chosen equipment and installation plan shall be approved by the COR prior to installation.

3.3.2 Test the tank level indicator system prior to closing fuel tank covers. Final test shall be in the presence of the COR.

3.4 Close tank and fill with fuel oil.

3.4.1 Install manhole cover, fabricate and install new gasket to manhole cover. New gasket shall be cloth impregnated gasket material manufactured for the purpose of retention of petroleum products.

3.4.2 Fill fuel tank with the same quantity of fuel as was removed. Re-supplied fuel will meet minimum manufactures recommend Cetane rating and shall be clean Marine Grade (DFM).

3.5 Test system. Line up fuel tank and test for proper operation. The contractor is responsible for any contamination that gets into the fuel system on the suction side of the engines. Correct any discrepancies found during dock and sea trials.

**4. GOVERNMENT FURNISHED MATERIAL (GFM)**

None

**5. QUALITY ASSURANCE**

5.1 Conduct final visual inspection of interior of tank prior to closing tank and filling with fuel oil. Inspection shall ensure that the cleaned fuel tank is clear of all debris and or other contaminants.

**6. NOTES**

6.1 Army Corps of Engineers will assist the Contractor in the operation of the engines to test the fuel systems.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ROUTINE DRYDOCKING FFP PURCHASE REQUEST NUMBER: W26GLG-4020-8025	1	Lump Sum	LS	

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	EXTERIOR PRESERVATION FFP	1	Lump Sum	LS	

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ULTRASINIC TEST FFP	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
	FFP				
	PROP SHAFT PROPS & STEERING SYSTEM				
					<hr/>
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
	STRUCTURAL REPAIRS				
	FFP				
					<hr/>
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	RENEW ZINCS FFP	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	RELOCATE GENERATOR SEA STRAINER & OVERHAUL SEA VALVES AND STRAINERS FFP	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	MAIN ENGINES AND GENERATOR REPAIRS AND MODIFICATIONS AND SILENCER RENEWAL FFP	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum		
	FFP				
	MODIFY AND REPAIR HATCHES AND REPAIR WINDOWS				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum	LS	
	FFP				
	REMOVE DIESEL FIRED HEATER AND RENEW CLIMATE CONTROL SYSTEM				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum	LS	

FFP  
REPAIR HYDRAULIC CRANE AND INSTALL TIMBER GRAB

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lump Sum	LS	

FFP  
REMOVE AFT ENGINE CONTROLS AND RENEW PILOTHOUSE CONTROLS

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum	LS	

FFP  
INSTALL VIDEO MONITOR SYSTEM AND RELOCATE OTHER ELECTRONIC  
EQUIPMENT

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	CLEAN DRAINS AND MSD SYSTEMS FFP	1	Lump Sum	LS	
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	RENEW WINDSHIELD WIPER SYSTEM FFP	1	Lump Sum	LS	
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	CLEAN FUEL TANK AND INSTALL TANK LEVEL I FFP	1	Lump Sum	LS	
					<hr/>
<b>TOTAL PRICE</b> (Inclusive of Contract Line Item Nos. 0001 – 0016):				\$ _____	

FOB: Destination

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	OPERATIONS BRANCH STEVEN BAUM 803 FRONT STREET NORFOLK VA (757) 441-7072 FOB: Destination	
0002	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
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0011	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	

0012	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0013	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0014	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0015	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0016	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable

treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

#### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of \_\_\_\_\_ and shall not be binding until so approved.

(End of clause)

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and Zip Code.
  - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

#### 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

##### (a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (3) Taxpayer Identification Number (TIN).

☐ TIN:-----☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

## (4) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other-----

## (5) Common parent.

☐ Offeror is not owned or controlled by a common parent;☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_Black American.

\_\_\_\_Hispanic American.

\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAn 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004) ALTERNATE II (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)97)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(iii) Address. The offeror represents that its address \_\_\_\_\_ is, \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

#### Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

#### Listed End Product

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#### Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1,

Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- \_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004) ALTERNATE I (FEB 2001)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

- \_\_\_\_(iii) Alternate II to (JUNE 2003) 52.219-5.
- \_\_\_\_(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_\_(ii) Alternate I (OCT 1995) of 52.219-6.
- \_\_\_\_(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_\_(ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_\_(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_\_(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- \_\_\_\_(ii) Alternate I (OCT 2001) of 52.219-9.
- \_\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_\_(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_\_(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_(ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_\_(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_\_(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- \_\_\_\_(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_\_(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_\_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_\_(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_\_(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_\_(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_\_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreement--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_\_ (ii) Alternate I (MAY 2002) of 52.225-3.

\_\_\_\_ (iii) Alternate II (MAY 2002) of 52.225-3.

\_\_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

#### 52.214-30 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--SEALED BIDDING (JAN 1997)

The bidder has (check the appropriate block):

( ) (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ (insert date of signature on submission), which are incorporated herein by reference, and are current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

-----

( ) (b) Enclosed its annual representations and certifications.

(End of provision)

## 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

## 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of

items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has (check the appropriate block):

\_\_\_\_\_ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:

\_\_\_\_\_ (b) Enclosed its annual representations and certifications.

(End of provision)

## 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
  - (b) Representations and other instructions.
  - (c) Contract clauses.
  - (d) Other documents, exhibits, and attachments.
  - (e) The specifications.
- (End of clause)

## 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.
  - (b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.
- (End of clause)

## 52.216-25 CONTRACT DEFINITIZATION (OCT 1997)

- (a) A \_\_\_\_\_ definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a  [insert specific type of proposal] .
  - (b) The schedule for definitizing this contract is  [insert date] .
  - (c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided with completion of the contract, subject only to the Limitation of Government Liability clause.
- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--
- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

#### 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this

contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
_____	
_____	
_____	

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly

notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

#### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:  
(Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

#### 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient

and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be

made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

## 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

## 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance

of such service or (2) terminate the contract for default.  
(End of clause)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252-217-7004 JOB ORDERS AND COMPENSATION (DEC 1991)

(a) The Contracting Officer shall solicit bids or proposals and make award of job orders in accordance with FAR Part 14 or 15, as applicable. The issuance of a job order signed by the Contracting Officer constitutes award. The job order shall incorporate the terms and conditions of the Master Agreement.

(b) Whenever the Contracting Officer determines that a vessel, its cargo or stores, would be endangered by delay, or whenever the Contracting Officer determines that military necessity requires that immediate work on a vessel is necessary, the Contracting Officer may issue a written order to perform that work and the Contractor hereby agrees to comply with that order and to perform work on such vessel within its capabilities.

(1) As soon as practicable after the issuance of the order, the Contracting Officer and the Contractor shall negotiate a price for the work and the Contracting Officer shall issue a job order covering the work.

(2) The Contractor shall, upon request, furnish the Contracting Officer with a breakdown of costs incurred by the Contractor and an estimate of costs expected to be incurred in the performance of the work. The Contractor shall maintain, and make available for inspection by the Contracting Officer or the Contracting Officer's representative, records supporting the cost of performing the work.

(3) Failure of the parties to agree upon the price of the work shall constitute a dispute within the meaning of the Disputes clause of the Master Agreement. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(c)(1) If the nature of any repairs is such that their extent and probable cost cannot be ascertained readily, the Contracting Officer may issue a job order (on a sealed bid or negotiated basis) to determine the nature and extent of required repairs.

(2) Upon determination by the Contracting Officer of what work is necessary, the Contractor, if requested by the Contracting Officer, shall negotiate prices for performance of that work. The prices agreed upon shall be set forth in a modification of the job order.

(3) Failure of the parties to agree upon the price shall constitute a dispute under the Disputes clause. In the meantime, the Contractor shall diligently proceed to perform the work ordered.

(End of clause)

#### 252.217-7005 INSPECTION AND MANNER OF DOING WORK (JAN 1997)

(a) The Contractor shall perform work in accordance with the job order, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause of the Master Agreement.

(b) (1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the job order, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under the Master Agreement shall be in accordance with the best commercial marine practices and the rules and requirements of the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of bid (or acceptance of the job order, if negotiated).

(2) When Navy specifications are specified in the job order, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the job order, in addition to its rights under the Guarantees clause of the Master Agreement, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the job order, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the job order and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the job order.

(e) The Contractor shall--

- (1) Exercise reasonable care to protect the vessel from fire;
  - (2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials;
  - (3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;
  - (4) Unless otherwise provided in a job order, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;
  - (5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair;
  - (6) Furnish the Contracting Officer or designated representative with a "gas-free" or "safe-for-hotwork" certificate, provided by a Marine Chemist or Coast Guard authorized person in accordance with Occupational Safety and Health Administration regulations (29 CFR 1915.14) before any hot work is done on a tank;
  - (7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and
  - (8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.
- (f) Except as otherwise provided in the job order, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35° F, the Contractor shall take all necessary steps to--
- (1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and
  - (2) Protect the stern tube and propeller hubs from frost damage.
- (g) The Contractor shall, whenever practicable--
- (1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and
  - (2) Provide Government personnel attached to the vessel access to the vessel at all times.
- (h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.
- (i) (1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any job order, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the job order requires that the Contractor perform the work prior to any opportunity to inspect.
- (2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.
- (j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the job order specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

(End of clause)

## 252.217-7011 ACCESS TO VESSEL (DEC 1991)

(a) Upon the request of the Contracting Officer, the Contractor shall grant admission to the Contractor's facilities and access to vessel, on a non-interference basis, as necessary to perform their respective responsibilities, to a reasonable number of:

(1) Government and other Government contractor employees (in addition to those Government employees attached to the vessel); and

(2) Representatives of offerors on other contemplated Government work.

(b) All personnel granted access shall comply with Contractor rules governing personnel at its shipyard.

(End of clause)

## 252.217-7012 LIABILITY AND INSURANCE (AUG 2003)

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment.

(1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to --

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontracts; or

(C) Workmanship, materials, or equipment which do not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of --

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a co-defendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$50,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provisions of this paragraph (b).

(c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor or its agents or employees, or any subcontractor, or its agents or employees.

(1) The Contractor's obligation to indemnify under this paragraph shall not exceed the sum of \$300,000 as a consequence of any single occurrence with respect to any one vessel.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this agreement and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance.

(1) The Contractor shall, at its own expense, obtain and maintain the following insurance --

(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.

(e) The Contractor shall not make any allowance in the job order price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payment, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any other right of the Government, either --

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of the agreement.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable, allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) In the event the Contracting Officer decides that the loss or damage shall not be replaced or repaired, the Contracting Officer shall --

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the unreplaced or unrepaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this agreement.

(End of clause)

#### 252.217-7015 SAFETY AND HEALTH (DEC 1991)

Nothing contained in the Master Agreement or any job order shall relieve the Contractor of any obligations it may have to comply with --

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CFR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

(End of clause)

252.217-7016 PLANT PROTECTION (DEC 1991)

(a) The Contractor shall provide, for the plant and work in process, reasonable safeguards against all hazards, including unauthorized entry, malicious mischief, theft, vandalism, and fire.

(b) The Contractor shall also provide whatever additional safeguards are necessary to protect the plant and work in process from espionage, sabotage, and enemy action.

(1) The Government shall reimburse the Contractor for that portion of the costs of the additional safeguards that is allocable to the contract in the same manner as if the Contracting Officer had issued a change order for the additional safeguards.

(2) The costs reimbursed shall not include any overhead allowance, unless the overhead is incident to the construction or installation of necessary security devices or equipment.

(d) Upon payment by the Government of the cost of any device or equipment required or approved under paragraph

(b) of this clause, title shall vest in the Government.

(1) The Contractor shall comply with the instructions of the Contracting Officer concerning its identification and disposition.

(2) No such device or equipment shall become a fixture as a result of its being affixed to realty not owned by the Government.

(End of clause)

252.217-7017 TIME OF DELIVERY (DEC 1991)

(a) Ordering offices shall specify delivery locations and quantities in all oral or written delivery orders under this contract.

(b) The Contractor shall complete deliveries within the hours prescribed in the schedule of this contract and on the days specified by the order.

(c) Orders requiring delivery within 24 hours from Contractor receipt are governed by paragraph (e) of the Requirements clause of this contract.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7036 BUY AMERICAN ACT--FREE TRADE AGREEMENT--BALANCE OF PAYMENTS PROGRAM (JAN 2004)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Free Trade Agreement country means Canada, Chile, Mexico or Singapore.

(6) Free Trade Agreement country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(8) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(9) Qualifying country end product means--

- (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.
    - (B) Components mined, produced, or manufactured in the United States.
    - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
  - (10) United States means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
  - (b) Unless otherwise specified, this clause applies to all items in the Schedule.
  - (c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Free Trade Agreement country, or other foreign end products in the Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Free Trade Agreement country end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement country end product, or, at the Contractor's option, a domestic end product.
  - (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
  - (e) United States law will apply to resolve any claim of breach of this contract.
- (End of clause)